IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.223 OF 2007

IN

SUMMARY SUIT NO.383 OF 2007

Kantilal Otarmal Jain .. Plaintiff.

Versus

Rochiram P. Godhwani & Anr. .. Defendants.

Mr.H.Nikumbh for plaintiff.

Ms.Madhusudan Nair for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 9TH JULY, 2007.

P.C.:

. Apart from the fact that there are denials which go to the root of the matter, namely, execution and signature of bill of exchange, additionally it appears to me that a bill of exchange which is made foundation of the suit is dated 19th July, 2004. It is pertinent to note that bill of exchange, copy of which is annexed as Exhibit-A has been perused by me in original. There are

several over writings inasmuch as the portion where "Bombay" is written there is a date. Adjacent thereto is the date of the bill of exchange which is 19th July, 2004. However, the figures "19" have been stuck off and the figures written are "2004". The same is drawn at Bombay in favour of the plaintiff Kantilal Otarmal Jain. The address of the plaintiff, in whose favour the bill has been drawn and accepted is not written. Further, the bill of exchange is dated 19th July, 2004. The due date was 19th August, 2004. It was dishonoured sometime in 2004 and it is surprising that till 23rd December, 2006, no steps were taken by the plaintiff, who has, I am told filed number of suits in this Court. In such circumstances, there is substance in the contention of Mr.Nair that the entire version of the plaintiff in the plaint is doubtful. Unconditional leave to defend. Written statement / additional written statement, if any, to be filed within a period of two weeks from today.

(S.C.Dharmadhikari, J.)